1 2 3	Samuel Brown (Ark. Bar No. 2020210) Sanford Law Firm, PLLC Kirkpatrick Plaza 10800 Financial Centre Pkwy, Suite 510 Little Rock, Arkansas 72211 (501) 500-9744									
4	<u>samuel@sanfordlawfirm.com</u> Attorney for Plaintiffs									
5	Attorney for Plaintiffs									
6	IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA									
7	PHOENIX DIVISION									
8										
	Todd Heichel, Rudy Castro, Justin Garmendia, Joshua Holgate and Randi	NO. 2:22-cv-1513-PHX-SMM								
9	Pitts, Each Individually and on Behalf of									
10	All Others Similarly Situated,	DECLARATION OF								
11	Plaintiffs,	ROSCOE BUTTERFIELD								
12	v.									
13	Tri City Transport, LLC, SWWOOP, LLC, and Michael Butler,									
14	Defendants.									
15	Deteridants.									
16	I, Roscoe Butterfield, do hereby swear, affirm, and attest as follows, based upon									
17	my personal knowledge of the matters conta	ained herein:								
18	1. My name is Roscoe Butterfield, and I am over the age of 18 and duly									
19	qualified to execute this declaration.									
20	2. I am a resident and domiciliary of the State of Arizona.									
21										
22										

- 1 3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and
- 2 Michael Butler ("Defendants"), from November of 2022 to December of 2022.
- 3 Defendants operated a non-emergency medical transport and medical supply delivery
- 4 business.
- 5 4. I worked for Defendants as a delivery driver. My employment caused me
- 6 to drive to various places in Arizona to perform deliveries.
- 5. I was informed that I would be paid \$1.00 per mile driven with a
- 8 passenger.
- 9 6. Instead, Defendants paid me nothing whatsoever for my work.
- 10 7. As a delivery driver, my primary duties were delivering medicine and
- 11 transporting people to appointments.
- 8. I was required to maintain and pay for an operable, safe, and legally
- 13 compliant automobile, while paying for related costs, gasoline, insurance, cell phone
- 14 costs, and other necessary delivery equipment.
- 15 9. I drove approximately 1000 miles per week and worked 33 hours per week
- while working for Defendants.
- 17 10. I was not reimbursed for any actual expenses and was not reimbursed at
- 18 the IRS standard business mileage rate for the miles I drove.
- 19 11. As a result of the unreimbursed mileage, automobile, and other job-related
- 20 expenses incurred, I was deprived of minimum wages guaranteed to me by the FLSA.

21

1	12. Defendant owes me a total of \$15,711.00 which is shown by a calculation							
2	of damages that is submitted as Exhibit 1. I am owed \$5,237.00 in back wages for unpaid							
3	minimum wages, and under the liquidated damages provisions of the Fair Labor							
4	Standards Act, I am owed an equal amount in liquidated damages. In addition, under							
5	Arizona Revised Statue § 23-355, I am entitled a further equal amount as treble damages.							
6	PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF							
7	PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA							
8	THAT THE FOREGOING IS TRUE AND CORRECT.							
9	Executed this 23 day of August, 2024.							
10	Rown 3 the hot							
11	ROSCOE BUTTERFIELD							
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

Case 2:22-cv-01513-SMM Document 49-5 Filed 09/06/24 Page 4 of 4

Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
11/1/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/8/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/15/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/22/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/29/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
							\$5,237.00	\$0.00	\$5,237.00	\$15,711.00